

09/09/2014

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/14)

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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office Please record the attached documents or the new address(es) below

## 1. Name of conveying party(ies):

ECI Telecom Inc.; Telecom Investments (Finance) LLC  
ECI Telecom Ltd.; ECI Holding (Hungary) Koriatoft Felelőssegű  
Társaság; Epsilon 1 Ltd.; and ECI Telecom (UK) Limited

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 13, 2014

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Islands Branch, as collateral agent

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: US Zip: 10010

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

Text

B. Trademark Registration No. (s)

PLEASE SEE ATTACHED SCHEDULE I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Gary Abelev, Esq.

Internal Address: ANDREWS KURTH LLP

Street Address: 450 LEXINGTON AVENUE

City: NEW YORK

State: NEW YORK Zip: 10017

Phone Number: 212-850-2881

Docket Number: 18243-68182

Email Address: PTONY@andrewskurth.com

## 6. Total number of applications and registrations involved:

9

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$

- ☒ Authorized to be charged to deposit account  
☐ Enclosed

## 8. Payment Information:

Deposit Account Number: 50-2849

Authorized User Name: Gary Abelev

August 28, 2014

## 9. Signature:

Signature

Date

Gary Abelev, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460TRADEMARK  
REEL: 005362 FRAME: 0912

08-28-2014

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ECI Telecom Ltd.	QUADCODER	1,974,050	14/May/1996
ECI Telecom Ltd.	ECI	2,432,519	06/MAR/2001
ECI Telecom Ltd.	BROADGATE	2,818,882	02/MAR/2004
ECI Telecom Ltd.	XDM	2,528,625	08/JAN/2002
ECI Telecom Ltd.	LIGHTSOFT	2,892,649	12/OCT/2004
ECI Telecom Ltd.	EIS	3,003,385	04/OCT/2005
ECI Telecom Ltd.	T-DAX	1,595,011	08/MAY/1990
ECI Telecom Ltd.	HI-FOCUS	2,247,973	25/MAY/1999
ECI Telecom Inc.	SHADETREE	3,462,318	08/JULY/2008

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>File Number</u>	<u>Date Filed</u>

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>

## EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT** dated as of August 13, 2014 (this "**Agreement**"), among ECI Telecom Inc. ("**ECI Inc.**"), Telecom Investments (Finance) LLC ("**Telecom**"), ECI Telecom Ltd. ("**ECI Ltd.**"), ECI Holding (Hungary) Korlátolt Felelősségű Társaság ("**Holdings**"), Epsilon 1 Ltd. ("**Epsilon**"), and ECI Telecom (UK) Limited ("**Telecom UK**") (each of ECI Inc., Telecom, ECI Ltd., Holdings, Epsilon and Telecom UK referred to herein individually as a "**Grantor**" and collectively as "**Grantors**") and Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the First Lien Pledge and Security Agreement (U.S.) dated as of September 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement US**"), among the Grantors from time to time party thereto and the Collateral Agent, (b) the First Lien Pledge and Security Agreement (Israel) dated as of September 23, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement Israel**" and collectively referred to herein with the Security Agreement US as the "**Security Agreements**"), among the Grantors from time to time party thereto and the Collateral Agent, (c) the First Lien Credit Agreement dated as of September 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Original Credit Agreement**"), among Holdings and Telecom (collectively, the "**Original Borrowers**"), the lenders party thereto from time to time (the "**Original Lenders**") and Credit Suisse, as administrative agent and collateral agent, (d) the Revolving Loan Facility Agreement dated as of May 2, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Revolving Facility Agreement**" and collectively referred to herein with the Original Credit Agreement as the "**Credit Agreements**") among ECI Ltd. (the "**Revolving Borrower**" and collectively with the Original Borrowers referred to herein as the "**Borrowers**"), the lenders party thereto from time to time (the "**Revolving Lenders**" and collectively with the "**Original Lenders**" referred herein as the "**Lenders**") and Credit Suisse AG, as successor administrative agent and successor collateral agent to Bank Leumi Le-Israel Ltd ("**Leumi**") and (e) the Memorandum of Understanding entered into on January 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "**MOU**" and collectively referred to herein with the Credit Agreements and any ancillary document related thereto as the "**Loan Agreements**"), by and among Revolving Borrower, as borrower, Swarth Capital Limited, as the shareholder, the Revolving Lenders and Credit Suisse AG, as successor administrative agent and successor collateral agent to Leumi. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreements. In consideration of the Lenders extending such credit, the Grantors hereto have agreed to execute the attached Agreement. Holdings and the Subsidiary Grantors are affiliates of the Borrowers and derive substantial benefits from the extension of credit to the Borrowers pursuant to the Loan Agreements and are willing to execute and deliver this Agreement in connection with the Lenders extending such credit. Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement US. The rules of construction specified in Section 1.01(b) of the Security Agreement US also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations and the Secured Obligations (as defined in the Revolving Facility Agreement), each Grantor, pursuant to the Security Agreements and the Security Documents (such term as used herein shall have the meaning as defined in the Revolving Facility Agreement), did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets rights and interests that uniquely reflect or embody such goodwill

SECTION 3. Security Agreements. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreements and the Security Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreements and the Security Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement, the Security Agreements and the Security Documents, the terms of the Security Agreements and Security Documents shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GRANTORS**

**ECI TELECOM LTD.**

By: 

Name:

Title:

**ECI TELECOM INC.**

By: 

Name:

Title:

**ECI HOLDING (HUNGARY) KORLÁTOLT  
FELELŐSÉGŰ TÁRSASÁG**

By: 

Name:

Title:

**TELECOM INVESTMENT (FINANCE) LLC**

By: 

Name:

Title:

**EPSILON 1 LTD.**

By: 

Name:

Title:

**ECI TELECOM (UK) LIMITED**

By: 

Name:

Title:

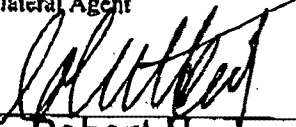
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[First Lien Trademark Security]

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

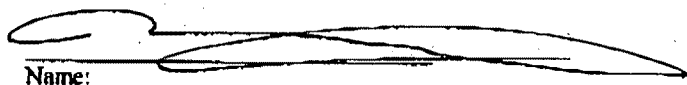
By:

Name:  
Title:

  
Robert Healey  
Authorized Signatory

By:

Name:  
Title:

  
Michael Wotanowski  
Authorized Signatory

NYC-286801.1

[First Lien Trademark Security]